

## **Exhibit F**

1           ROUGH RULING IN BAUM V LE-NATURE'S ON 10/27  
2                   THE COURT: This is a regrettable day.  
3 I mean, it was an unusual situation, I will say. As  
4 the defendants know, this Court is probably among the  
5 most reluctant courts anywhere -- if there is a court  
6 anywhere in the country more reluctant to hold ex

7 parte proceedings, I'm not sure where it is. We don't  
8 lightly do that. And I am particularly vigilant about  
9 insisting that folks give notice. So when I entered  
10 the TRO, it was with that mind-set, and it was a very  
11 unusual thing. But I was presented with extremely  
12 unusual evidence. And I still -- and I scheduled this  
13 today because, obviously, the company -- the insiders  
14 needed to be given an opportunity to explain.

15                   Frankly, the sophistry -- sophistry is  
16 not going to cut it, the idea that I can sort of --  
17 you can sort of make someone whole out of other  
18 accounts and explain away what, as of this date, is  
19 extremely strong and un rebutted evidence of forgery of  
20 important commercial documents. I don't know where  
21 you can get away with that kind of nonsense. Maybe on  
22 a soap opera in the afternoon, some hypothetical  
23 trial, but not in the Delaware Court of Chancery, and  
24 certainly not in any federal court that I have ever

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1 heard of.

2                   When a company like AIG has an  
3 equipment financing line, and when their security is  
4 in the equipment to be financed, you know, one would  
5 think it would be passing strange for them to push a  
6 button and transmit tens of millions of dollars to the  
7 equipment manufacturer, only for the equipment  
8 manufacturer to turn around and send the bulk of the  
9 money back to the company for whom the equipment was  
10 being made as cash. The commercial circumstances in  
11 which AIG -- and that's why I -- AIG would do that, it

12 doesn't make any sense to me. If AIG just wanted its  
13 money back, without any kind of interest, or it wanted  
14 to fund a revolver, AIG may have a financing arm that  
15 funds revolvers. There are people -- Citigroup, other  
16 kinds of groups -- that fund revolvers for  
17 corporations. They have certain terms, and they are  
18 probably different than the terms that are given by  
19 equipment financing entities.

20 I mean, I just am trying to figure out  
21 the commercial logic for AIG. You push the button,  
22 yes. Push the button on, say, the one with the  
23 13 million. "We are going to give you 13 million,  
24 Kroner, and we are going to allow 11 million of the

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1 money we just sent out, or so, to go right back to the  
2 company." I don't really get it.

3 So commercially, it doesn't make a lot  
4 of sense. Then we have a situation where no one has  
5 come forward from the company to really deny this.  
6 And you have a September 1 letter, with Mr. Gensor's  
7 supposed signature on it, that is agreed to by  
8 Mr. Podlucky before a notary. There is no need for  
9 Mr. Podlucky to go to Germany. Has nothing to do with  
10 Germany. Wasn't even sent to Kroner in Germany. It  
11 was sent to Kroner in Wisconsin.

12 An AIG letter agreed to by  
13 Mr. Podlucky makes its way to Kroner. This isn't even  
14 that long ago. September 1st. I have got nothing  
15 coming back indicating, "I remember signing this  
16 before the notary. This was brought to me by staff

17 who heard from Mr. Gensor, who said, 'We need to get  
18 this out to Krones.'" Nothing.

19                   And even if AIG is later made whole,  
20 somebody has got to explain, if that was forged. If  
21 it was forged, it would be utterly irresponsible for  
22 this Court of equity to leave, in this situation, with  
23 a hotly contested control contest -- to leave folks  
24 who had forged documents in control of a Delaware

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1 entity. Start with that one. There is more than a  
2 reasonable probability of success on the merits with  
3 respect to the claim that there have been grotesque  
4 improprieties that would justify the appointment of a  
5 custodian or receiver.

6                   In my order, I did not take lightly  
7 having an oral argument and reading things and  
8 discussing capital -- large capital expenditures which  
9 were -- which the plaintiffs put on strong evidence  
10 were in violation of their contractual rights, and  
11 which were -- which were being implemented by the  
12 incumbent management without the approval of the full  
13 board, when there is a strong sense that there was an  
14 after-the-fact preparation of a board minute to  
15 reflect what people wished would have been the state  
16 of affairs, but was not -- have an entire oral  
17 argument about this; put in place a preliminary  
18 injunction order that required the defendants to give  
19 notice with respect to capital expenditures and to --  
20 and this is very important -- to honor the obligations  
21 they had to directors, in the ordinary course, to

22 provide them with material information, only to find  
23 out that was entirely hypothetical; that I was  
24 involved -- without Mr. Manwaring's even knowledge,

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1 his clients had us all involved in a moot court,  
2 whereby some Fantasy Island story -- we didn't even  
3 get to see Tattoo, but we had Fantasy Island. But it  
4 was really more Nightmare Island, where Mr. Manwaring  
5 would get up and say a bunch of nonsense, because in  
6 fact, the decision had already been made to pull out  
7 of Jacksonville and head for Phoenix.

8                   And then when it's turned out now that  
9 supposedly the company is going to be spending -- the  
10 company is going to be spending 65, \$75 million in  
11 Phoenix, "But that decision was already made in May.  
12 Therefore, Your Honor, it wasn't a violation of your  
13 order, because we just basically told you a bunch of  
14 nonsense before. So, you know, your order didn't  
15 apply, because we had already -- we had already moved  
16 the stuff. No, we didn't tell the independent  
17 directors, and they never approved of this." And this  
18 is a business, by the way -- appears to be a healthy  
19 business, but they had a situation where they opened  
20 two new production lines in its major facility. It's  
21 just an "Oh, by the way." It's not like members of  
22 the board of directors aren't entitled to information  
23 about that.

24                   It's not like it's not a breach of

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1 fiduciary duty, obviously, by the CEO, to be making

2 those sorts of decisions in isolation, without  
3 informing the board, particularly when he knows that  
4 members of the board have concerns about the capital  
5 investments of the company. It's also not appropriate  
6 for incumbent managers of a company, confronted with a  
7 preliminary injunction order presented to them by  
8 qualified counsel, to not call -- tell counsel "What  
9 we have told you to tell the Court is fiction."

10                   Mr. Podlucky should have told  
11 Mr. Manwaring, "I have put you in an awful situation."  
12 I'm not even sure, frankly, Mr. Manwaring -- and I'm  
13 not asking you to address this, but -- I have a great  
14 deal of respect for the Pepper firm. It's a  
15 long-standing firm. This one, I can't even imagine --  
16 I would have had to have a restraining order, myself,  
17 against myself, for not going after my client. I  
18 mean, I was here. I remember that discussion. I  
19 remember talking about the just-in-time thing, and "We  
20 needed to get a plant closer to where people buy  
21 Le-Nature's products," and all that stuff. I know  
22 exactly the context for this. I took the time to read  
23 all the documents from Mr. Podlucky and the people at  
24 Le-Nature's that were submitted in rebuttal to the

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1 plaintiff. Not one of them said, "We have already  
2 moved to Phoenix. They are plumb out of luck. We  
3 have a technical reason why we didn't breach the  
4 contractual rights." Doesn't say that.

5                   I also am not clear -- I actually  
6 think I'm pretty clear that my preliminary injunction

7 order doesn't really let them escape that much. I  
8 mean, we also had the undisputed "settle the lawsuit"  
9 without complying with the order. It's not clear to  
10 me, at all, how Kronos going on to manufacture  
11 equipment for the second line is not going to incur  
12 liability of a million dollars or more, how this was  
13 not discussed at the board. I think there has just  
14 been an entire wholesale flouting of this Court's  
15 order and of the fiduciary obligations that the  
16 members of the board owe to each other.

17                   So in terms of any kind of merits  
18 determination, seems to me there is clear, basically  
19 un rebutted, evidence of potential criminal conduct,  
20 forgery, that would justify the order; basically,  
21 undisputed evidence of breaches of my order and  
22 undisputed evidence of breaches of fiduciary duty  
23 regarding the information that has to be shared with  
24 fellow directors and, frankly, regarding the

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1 managerial rights of the directors, which is for the  
2 protection of stockholders.

3                   CEOs are not allowed to go around and  
4 just willy-nilly change business plans knowing that  
5 the board has concerns about it, knowing it's  
6 material. There is also this nonsense about how you  
7 can't close the books and records for the company, so  
8 essentially, during the period when the preliminary  
9 injunction order is in effect, any of the -- any of  
10 the kind of ordinary P&L statements can't be relied  
11 upon. That is nonsense. So as long as the defendants



12 essentially don't close the books and records, they  
13 can do anything they want during that period and claim  
14 it as an excuse?

15                   This is an extraordinary situation.  
16 In terms of the balancing of the equities on this,  
17 they are really clear. I have absolutely no  
18 confidence that my order will be honored, that there  
19 is any reasonable way to protect the company or its  
20 constituents without the entry of an order. There is  
21 no countervailing public interest here, because, you  
22 know, basically the defendants say, "Give us time to  
23 work around the Fifth Amendment and to come up with  
24 some excuse that won't even directly rebut the

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1 allegation of forgery, but will essentially say, "We  
2 can make one of the entities that was victimized, if  
3 there was forgery, whole, and maybe then we can escape  
4 responsibility."

5                   Yeah. Maybe there are people in the  
6 outside world who are paid to do that. They are  
7 called white collar criminal attorneys. The job of  
8 the judiciary, obviously, is not to be enlisted on the  
9 defense team and to allow folks time to create anymore  
10 -- even more harm while that kind of maneuvering is  
11 going on.

12                   So I'm going to enter this order. I  
13 do want some alterations. I think I have said enough  
14 about the merits here, that there is a -- if you want  
15 to say there is a mandatory injunction standard in  
16 here, I think it's satisfied. I don't think, given

17 the affidavit testimony from AIG, the inability of  
18 Mr. Podlucky to even address the September 1 letter,  
19 despite the fact that he can say many things about  
20 how, you know, he will get them their money -- I  
21 consider that, essentially, unrebutted evidence.  
22 There is unrebutted evidence of breaches of my order.  
23 So if you want to say mandatory injunction standard;  
24 satisfied. And certainly any preliminary injunction

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1 standard is satisfied.

2                   So I think we should just reference  
3 that, Mr. Clark -- that it's basically been determined  
4 that there has been unrebutted evidence of breaches of  
5 fiduciary duty, of this Court's preliminary injunction  
6 order, and of forged transactional documents; that for  
7 the reasons stated in this Court's oral opinion, just  
8 warrant the relief, and then we will leave it at that.

9                   With respect to -- I'm happy to call  
10 it a custodian, if that does it. The custodian is  
11 going to have the full powers to run the business. I  
12 think there should be something -- the question is --  
13 and what I would like is to put in place something,  
14 and to have the custodian come back to me and comment  
15 on the order. You know, the issue is raised, for  
16 example, with respect to things like whether the  
17 defendants are going to continue to get paid or not.  
18 I don't know whether -- I don't want to invite --

19                   I don't want to invite a sort of every  
20 day, every week I have a Le-Nature's conference call  
21 about what is going on at the business. The custodian

22 is going to run the business. The question is what do  
23 we do with out-of-the-ordinary kind of proposals that  
24 have to be made, and how that should be done. I would

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1 think we need to -- what we need to do is get in place  
2 an order immediately, because -- and I say right now,  
3 orally, to Mr. Manwaring and his colleagues, you had  
4 better get ahold of your clients and basically tell  
5 them, "Don't be doing anything. There is already a  
6 TRO order in place." But it seems to me, in the first  
7 instance, for some out-of-the-ordinary issues, the  
8 receiver/custodian should try to go to the board in  
9 the first instance, see if there can be agreement, but  
10 that if not, may have to come to me, with a heavy  
11 presumption that I'm going to give the receiver/the  
12 custodian deference.

13                   The custodian is going to be able to  
14 exercise, under business judgment rule, what it does.  
15 It's not going to be -- I'm not going to sit around  
16 and have appeals. For example, if the custodian  
17 decides to interview top management and they take the  
18 Fifth Amendment with respect to the September 1  
19 letter, don't expect me, if the custodian says, "I'm  
20 stopping paying them" -- don't expect I'm going to  
21 overturn that judgment.

22                   MR. CLARK: Your Honor, may I ask a  
23 question?

24                   THE COURT: No. Let me finish.

12

1                   One of the principal virtues of this  
2 is that we can have a rational time to talk about a  
3 January trial. That is kind of, actually, an  
4 oxymoron. There is probably no rational way to  
5 proceed that isn't going to ruin the holidays of the  
6 lawyers involved. I think what we can have is a  
7 custodian in place who sort of runs this business.  
8 Let's have a final trial. No use having another  
9 injunction proceeding. I think the custodian -- one  
10 of the first jobs of the custodian is to get its own  
11 counsel. The custodian, I will put on the record, is  
12 responsible to the Court and to the constituency of  
13 the company as a fiduciary. The plaintiffs are going  
14 to have to kind of step back, themselves. They will  
15 be directors. They will get information.

16                   I'm going to go with their choice not  
17 because it's their choice so much as it's a qualified  
18 receiver, it's a reputable firm, and we need to get  
19 going. I want the custodian -- I think we probably  
20 ought to have a status conference within ten days,  
21 where the custodian appears with outside counsel, so  
22 we can get an order -- I want the custodian to have  
23 the ability to comment on the order, us to have a  
24 conference.

13

1                   And look, I am not here to take sides  
2 in this dispute. That is not what the Court is doing.  
3 What we are trying to do is to maintain the status quo  
4 in a way that can allow you to have your fight.

5                   I am going to terminate the stay of

6 the litigation. I don't know -- I think if the  
7 company -- if the defendants want to fight about the  
8 fact that they would have been able to close, you  
9 know, they can fight about that. I have kind of grave  
10 doubts that they would have been able to close, given  
11 the time line that was presented involving Wachovia,  
12 which doesn't have closing occurring by the deadline.  
13 There is also this other thing, which is it's not  
14 entirely clear to me that a person operating in good  
15 faith could responsibly close a transaction of the  
16 magnitude contemplated by the settlement agreement  
17 until the concerns raised by AIG were resolved. I  
18 don't know.

19                   Selling a business and having a fairly  
20 major financing company saying, "Well, there are these  
21 couple of multi-million dollar transactional documents  
22 that have come to light that weren't actually signed  
23 by anyone at our company, but we are going to close  
24 this deal, anyway" -- maybe that is why I'm a judge.

14

1 I'm not quite as gutsy as some people in the  
2 transactional world. But I have my doubts. And you  
3 can have a fair fight about that. If Mr. Podlucky and  
4 his friends are right and the deal should not have  
5 been terminated, we can find that out at a trial. But  
6 we are going to terminate the stay, and you can all  
7 talk about a schedule. I think we are talking about  
8 trial, probably, early January.

9                   Obviously, we have got -- Mr. Williams  
10 intervened, or -- Mr. Williams, the lawyer, actually

11 filed an intervention on behalf of the person on the  
12 \$5 million settlements, so we have more people. But I  
13 guess what I'm saying, though -- and I want to  
14 emphasize this to Mr. Clark and his clients. I'm  
15 appointing Kroll. Kroll is then a fiduciary. Kroll  
16 needs to get its own lawyers to, essentially, act as  
17 company counsel. I don't --

18 Frankly, Mr. Manwaring, the fact that  
19 your firm may now have to be paid by the  
20 independent -- individual defendants is something the  
21 receiver is going to talk about. There are insurance  
22 contracts and other things, probably D&O insurance  
23 that Mr. Podlucky has, and you better explore that.  
24 Mr. Clark, be reasonable about this. I don't want to

15

1 have a hostage taking. I don't want emergencies. But  
2 there is going to be a transition here. The receiver  
3 is going to run the business, and it's going to be a  
4 difficult time. This is not ideal.

5 Go ahead, Mr. Manwaring.

6 MR. MANWARING: Your Honor, in terms  
7 of -- if the -- just a question. If the custodian is  
8 running the company and have their own counsel -- up  
9 to now, I have represented the company and the inside  
10 directors, in their capacity as such. Now, can I --  
11 I'm at a loss. Can I continue to represent -- I don't  
12 represent the company anymore.

13 THE COURT: But guess what?

14 MR. MANWARING: Can I continue, now?

15 I have been exposed to confidential stuff on both

16 sides of the --

17 THE COURT: I'm not your ethics  
18 counsel.

19 MR. MANWARING: I know.

20 THE COURT: I have been to enough -- I  
21 have been -- I was counsel to, you know, the chief  
22 executive of the state, and I have been involved in a  
23 fair amount of CLE programs on crisis management and  
24 other sorts of things. The reality is, Mr. Manwaring,

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1 I think when you and your colleagues -- if you  
2 listened to the oral argument today, at the time when  
3 you are sitting around figuring out how to respond and  
4 taking into account the potential for criminal  
5 sanctions against individuals, you already -- you were  
6 already across the Allegheny on that. I mean -- and  
7 you all, as a firm, have probably got a choice to  
8 make. And the reality is you have not -- you are  
9 representing the incumbent management in a factional  
10 fight, and you can make your choices.

11 What I'm saying to Mr. Clark is -- and  
12 I will say to the custodian -- I don't want some sort  
13 of emergency thing done, but the reality is if the  
14 custodian has to hire counsel, they are going to hire  
15 counsel. And they are required. I'm requiring them  
16 to get counsel. They are going to -- and if you --  
17 you probably have got your choice. It comes often  
18 with these rules, which is if -- if you want to  
19 represent Mr. Podlucky, and that's really been your  
20 man, then you can probably continue to do that.

21 Frankly, you probably have a duty to think about which  
22 side of this you are on, given the criminal  
23 implications that have been raised.

24 MR. MANWARING: For purposes of this

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1 ruling, I don't represent the company anymore, as of  
2 today, because you are appointing them and telling the  
3 custodian to get their own counsel. As of this ruling  
4 today, I am not the company's counsel. I'm asking for  
5 clarification.

6 THE COURT: No. I said -- if the  
7 custodian wishes to hire you, I suppose it -- he or  
8 she is free -- I think it's an it if it's Kroll. I  
9 don't know what we do, the person, whatever it is.  
10 You guys can talk about that. I think it's an  
11 unlikely choice. Just as I said, I think it's  
12 unlikely they would hire Mr. Clark. The custodian has  
13 to do what it has to do. Its job is to make sure the  
14 corpus is intact, to get the basic integrity issues  
15 dealt with and the corpus remains viable so your  
16 clients can fight about the remains.

17 I'm not sitting here terminating you  
18 all as company counsel from the bench, but if you want  
19 me -- to the extent you want my guidance, do I think  
20 that there is -- it's fairly elementary that there is  
21 the potential for a fairly serious conflict of  
22 interest between Mr. Podlucky and the company if he is  
23 the one who signed this September 1 contract, and if  
24 it in fact never was sent to him by AIG, or there is a

18



1 possibility that that -- that it never was, and if he  
2 is sufficiently exposed to criminal culpability that  
3 he can't file an affidavit addressing that simple  
4 fact, the circumstance of his creation? I would be  
5 willing to venture that is probably elementary, that  
6 he has something to think about.

7 MR. MANWARING: Just one other  
8 clarification. Will the individual defendants, as  
9 part of this custodianship, have access to the records  
10 to defend themselves?

11 THE COURT: I think the custodian is  
12 going to be a custodian of the books and records of  
13 the company. The custodian will not -- will make the  
14 determinations that a fiduciary would make. The  
15 directors of the company ordinarily have access to the  
16 books and records. But the custodian is going to  
17 control them. There will, obviously, be discovery.  
18 No, they are not going to be sitting inside, probably.  
19 The custodian will determine whether Mr. Podlucky  
20 comes to work Monday. I think it's going to be a  
21 fairly unusual decision, to be honest, if the  
22 custodian decides he ought to be sitting in the big  
23 office and be able to hack away on the computer. And  
24 he is already not supposed to be destroying evidence.

19

1 And I don't see any reason why the custodian is going  
2 to be spoliating evidence. That would be a fairly bad  
3 thing for a firm like Kroll to do, if it wants to be a  
4 turn-around specialist in bankruptcies and other kinds  
5 of things, where there are all kinds of constituencies

6 that have an interest in the preservation of evidence.

7 The answer is, I think, in the end, yes, just like

8 Mr. Clark's clients would.

9 I think your clients can take solace  
10 in the fact that they have -- obviously, despite the  
11 coequal rights of the other members of the board to  
12 have information about the company, your clients know  
13 far more about what is going on there than anybody.  
14 They will probably -- that will probably start to even  
15 out after today.

16 MR. MANWARING: Thank you.

17 MR. CLARK: Your Honor, just a couple  
18 of questions for clarification.

19 If I understand what the Court has  
20 said, we will add a paragraph in here providing for a  
21 status conference in ten days before the Court, at  
22 which, among other things, the custodian and his  
23 counsel can come in and comment on the order, as to  
24 whether it needs to be modified or altered in some way

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1 they think is appropriate.

2 If I heard you correctly, if the  
3 custodian thinks that it is appropriate for the  
4 company to do something that -- and I'm not using this  
5 as a term of art, but do something that is out of the  
6 ordinary course, if you will, that he would first go  
7 to the board of directors as is currently comprised,  
8 make a proposal, and if after conferring with the  
9 board there is some issue there, then he can come to  
10 the Court and seek direction from the Court.

11 THE COURT: Yeah. As I understand the  
12 way you have written the order now, essentially,  
13 nobody can do anything with respect to the company  
14 without the receiver's approval.

15 MR. CLARK: Correct, Your Honor.

16 THE COURT: I'm imagining a situation  
17 where the receiver may want to do something. I have  
18 no problem with paragraph four or the order for now.  
19 I think what we ought to do -- Kroll, I am assuming,  
20 has been involved in other circumstances like this.

21 MR. CLARK: Oh, yes.

22 THE COURT: And may have some  
23 expertise to bring to bear in terms -- itself, in  
24 terms of the type of order it might want. But I can

21

1 imagine a situation that might ruffle the feathers of  
2 your client or might ruffle the feathers of  
3 Mr. Manwaring, where a receiver says, "I need to do  
4 this. These people on the board are hopelessly  
5 driven, Your Honor, but I have taken it to them in the  
6 first instance." It could be something exactly like,  
7 "We are not paying management anymore. We have asked  
8 them the direct questions about this, in terms of  
9 dealing with AIG, and they have taken the Fifth."

10 MR. CLARK: So the custodian could go  
11 -- with anything that the custodian deems appropriate,  
12 he can go to -- it can go to the board of directors,  
13 seek approval of the board; absent unanimous approval  
14 of the board, then he can come to the Court and seek  
15 the Court's direction?

16 THE COURT: Yes. That's what I'm  
17 saying. Right now, I don't know the -- you know, that  
18 is why I want the receiver or the custodian, whatever  
19 you all believe will give the creditors the least  
20 amount of leverage simply because we have done this,  
21 not to -- I don't know if there are any creditors'  
22 representatives in the room. It's not that we don't  
23 love them, but there are all kinds of acceleration  
24 triggers that are often in financing instruments that,

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1 you know, we don't want to inadvertently, lightly just  
2 trigger, just for the -- when it doesn't have anything  
3 to do with the basic solvency of the company. But the  
4 business has got to run.

5 MR. CLARK: Right.

6 THE COURT: If it's a fairly large  
7 business, over the course of three or four months,  
8 even longer, I mean, if you assume I have to  
9 rationally -- I have to decide a case, and you all  
10 don't get this resolved before then, then something  
11 could come up where the receiver really has to act.  
12 So I want something in there that addresses that. But  
13 I want Kroll's advice about that, and that of Kroll's  
14 counsel.

15 MR. CLARK: Very good, Your Honor.  
16 Your Honor indicated that the litigation stay is  
17 terminated. We will put a paragraph in here saying  
18 that. We also had a -- have a motion on -- for leave  
19 to actually file our second amended verified  
20 complaint.

21 THE COURT: Yes, you may do that.  
22 MR. CLARK: Very good. I will put in  
23 a provision scheduling a trial and leave it blank for  
24 Your Honor.

23

1 THE COURT: Work with Mr. Manwaring on  
2 that. What I'm saying is I don't think we can go at a  
3 leisurely pace, but we are now almost to November. I  
4 think it's unrealistic to think we could get to trial  
5 in December.

6 MR. CLARK: Early January is -- sounds  
7 fine. I never liked Christmas and New Year's much  
8 anyhow, Your Honor.

9 THE COURT: Well, I have ADVO/  
10 Valassis. ADVO, they stick all these little things, a  
11 little MAE case coming up in --

12 MR. CLARK: A little Tyson/IBP deja vu  
13 case. I heard from my friend, Mr. Roth, about that.

14 THE COURT: He is back, and they are  
15 taking 70,000 depositions.

16 MR. CLARK: I told him he is back and  
17 he is bad.

18 THE COURT: If you and Mr. Manwaring  
19 can talk about something in January. Needless to say,  
20 this is not ideal for anybody. And, you know, the  
21 fact that we are doing this today, the Court is doing  
22 this, doesn't mean that you still shouldn't try to  
23 solve your problem.

24 MR. CLARK: Very much interested in

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1 doing so, Your Honor. Thank you for Your Honor's time  
2 and attention.

3 THE COURT: Thank you.

4 (Recess at 11:58 a.m.)

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